

SCOPE OF WORK

LOCAL SANITATION INSPECTIONS FOR CHILD CARE FACILITIES

October 1, 2007 through September 30, 2010

1.0 PURPOSE

- 1.1 To localize sanitation inspections in all types of child care facilities (**Exhibit A** to this Scope of Work which is incorporated herein) regulated by the Missouri Department of Health and Senior Services (hereinafter the Department). Localization will result in a higher quality, more timely and consistent inspection, consequently providing a safer, healthier environment for children in care.

2.0 DELIVERABLES

The Participant shall:

- 2.1 Provide sanitation inspections relating to: disease prevention; safe food handling; safe storage and handling of toxic agents; cleaners and medicines; pest control; safe water supplies; safe on-site sewage disposal; basic evaluation and control of lead hazards, and other environmental hazards in all regulated child care facilities. The Participant shall conduct all inspections in accordance with the Child Care Sanitation Inspection Manual to be provided by the Department and incorporated herein as if fully set out.
- 2.2 Conduct Annual Sanitation Inspections for existing child care facilities in response to a *Request for Child Care Inspection* (**Exhibit B** to this Scope of Work which is incorporated herein).
- 2.2.1 One of the two (2) following forms shall be used:
- a) *Sanitation Inspection Report/Family Child Care Home*, BCC-34 (**Exhibit C** to this Scope of Work which is incorporated herein)
 - b) *Sanitation Inspection Report/Licensed Centers, Group Homes and License-Exempt Facilities*, BCC-35 (**Exhibit D** to this Scope of Work which is incorporated herein)
- 2.2.2 The annual inspection shall occur at least thirty (30) days prior to the due date as indicated on the Request for Child Care Inspection.
- 2.2.3 The Sanitation Inspection Report shall be received by the appropriate Section for Child Care Regulation (SCCR) District Office within ten (10) working days following the inspection.

2.3 Conduct **Re-inspections** of existing child care facilities not approved as a result of the annual inspections.

2.3.1 The re-inspection shall occur by the inspection due date.

2.3.2 The re-inspection report (also submitted on a BCC-34 or BCC-35) shall be submitted with a copy of the *Request for Child Care Inspection* and received by the appropriate SCCR District Office within ten (10) working days following the re-inspection.

2.4 Conduct **Special Circumstance Sanitation Inspections** if requested by the ECC EPHS for unique circumstances such as emergency situations, disease outbreaks, exposure to environmental hazards, reports of rule violations (complaints), or continued noncompliance after re-inspection.

2.4.1 Additional inspections based on special circumstances (beyond the annual and/or one re-inspection) shall be initiated through a verbal request by the Participant or written request by the SCCR or Bureau of Regulation and Licensure (BERL) and subject to the availability of the Participant.

2.4.2 The special circumstance inspection report (also submitted on a BCC-34 or BCC-35) shall be received by the appropriate SCCR District Office within ten (10) working days following the inspection.

2.4.3 Written approval (*Request for Child Care Inspection*) is required in order to be reimbursed for a special circumstance inspection.

3.0 QUALIFICATIONS/TRAINING/MONITORING

3.1 The Participant shall assure all inspectors meet the following qualifications:

3.1.1 Graduation from an accredited four-year college or university with major specialization (thirty (30) semester hours) in one (1) or a combination of the following: biology, chemistry, bacteriology, food science, soil science, sanitary science, environmental health or in closely related physical or natural sciences, and have at least six (6) months of work experience in the field of environmental health. (Experience involving three (3) or more areas of environmental health may be substituted. Each year of work experience may be substituted for one (1) year of college credit).

3.2 **Required Classroom Training**

3.2.1 The Department will provide classroom training on an annual basis for all childcare sanitation inspectors. Attendance is required. Training Classes will be conducted in each district location during the participation agreement period.

3.2.2 Required classroom training, as set forth in paragraph 3.2.1 herein, shall be completed prior to approval of inspection reimbursement. Individual classroom training can be scheduled if the Inspector is hired after the annual classroom training is completed.

3.2.3 No reimbursement shall be paid for work done prior to completion of the initial required childcare sanitation training.

3.3 Field Training/Monitoring – New Participant/Inspector

3.3.1 The BERL DEPHS will accompany each new participant and/or new local Inspector on at least six (6) inspections.

3.3.2 The Participant shall contact the BERL EPHS's and schedule these field-training inspections.

3.3.3 The results of the inspections will be documented on the *Field Monitoring Summary Form* (BCC-110) (**Exhibit E** to this Scope of Work which is incorporated herein).

3.3.4 The Department reserves the right to contact childcare providers periodically to monitor quality assurance. The BERL also reserves the right to conduct sanitation inspections in participation agreement areas to monitor quality assurance.

3.4 Monitoring/ Field Training– Existing Participant/Inspector

3.4.1 The Department will conduct Quality Improvement Evaluations (QIE) of the Participant using the *Quality Improvement Evaluation Form* (**Exhibit F** to this Scope of Work, which is incorporated herein).

3.4.2 Each quality improvement evaluation will be conducted within sixty (60) days of receiving an approved inspection conducted by a local Participant.

3.4.3 The Department reserves the right to require additional field training based on the results of the QIE.

3.4.4 The Department reserves the right to prohibit individuals within a local agency from conducting childcare sanitation inspections based on Participant performance and/or the results of the QIE.

3.4.5 The Department reserves the right to contact childcare providers periodically to monitor quality assurance. The BERL also reserves the right to conduct sanitation inspections in participation agreement areas to monitor quality assurance.

4.0 BUDGET AND INVOICING

4.1 The Participant shall request to be paid based on the following fixed rates which include payment for mileage, travel time, inspection supplies and equipment, file review, inspection time, form completion, administration time, and technical assistance to providers:

4.1.1 **\$80.00** per annual inspection (See 2.2).

4.1.2 **\$45.00** per re-inspection (See 2.3).

4.1.3 **\$30.00 per hour** for special circumstance inspections (See 2.4).
Requires prior written or verbal approval from BERL DEPHS.

4.1.4 **\$25.00** when the SCCR/BERL requests an inspection and upon arrival at the facility, it is closed. The appropriate *Request for Child Care Inspection* and a completed *Sanitation Inspection Report* (BCC-34 or BCC-35) indicating facility was closed shall be submitted for payment.

4.2 INVOICING

4.2.1 The Participant shall complete a *Reimbursement Request for Child Care Sanitation Inspections* (BCC-38) (**Exhibit G** to this Scope of Work which is incorporated herein) and *Vendor Request for Payment* (DH-38) (**Exhibit H** to this Scope of Work which is incorporated herein) quarterly in which an inspection occurred or was attempted. The Participant shall indicate the invoice number on each *Vendor Request for Payment* (DH-38) it submits to the Department for payment in the following format: CCSImmyy. For example, an invoice submitted to the Department for the first quarter (October to December 2007), would have the following invoice number: CCSI1207. The Participant shall submit the completed forms to:

Bureau of Environmental Regulation and Licensure
Missouri Department of Health and Senior Services
P.O. Box 570, 930 Wildwood
Jefferson City, MO 65102

- 4.2.2** The Participant shall submit invoices along with copies of the *Request for Child Care Inspection* form and *Sanitation Inspection Report* form (BCC-34 and BCC-35) to the BERL by the last day of the month following the quarter the inspections occurred, (e.g., if the inspection is completed in May, the *Reimbursement Request for Child Care Sanitation Inspections* (BCC-38) and the *Vendor Request for Payment* (DH-38) for the billing of the second quarter must be submitted no later than July 30.).

Reimbursement Schedule:

Inspections conducted October - December shall be submitted between January 1 and January 31

Inspections conducted January - March shall be submitted between April 1 and April 30

Inspections conducted April - June shall be submitted between July 1 and July 31

Inspections conducted July – September shall be submitted between October 1 and October 15

- 4.2.3** Invoices received after the required deadline may be ineligible for payment. Incomplete invoices received shall be returned to the Participant for completion, which will delay the reimbursement process.
- 4.2.4** Notwithstanding Paragraph 4(b) of the Department's Terms and Conditions document, final invoices for each participation agreement year must be received by October 15 of each year of this participation agreement.
- 4.2.5** The Participant shall direct all billing/invoicing inquiries to the BERL Central Office in Jefferson City, Phone Number (573) 751-6111.
- 4.2.6** The Participant shall submit a written request to exceed the total number of inspection on the participation agreement by May 31 of each participation agreement year in order to perform additional inspections deemed necessary.

5.0 SPECIAL PROVISIONS

5.1 Multiple City/County Participation agreements

- 5.1.1** When childcare sanitation inspections are not being provided in a city/county, the Department shall have the right to authorize a qualifying Participant to provide services in the unserved city/county.

- 5.2** The Department will not pay inspectors for sanitation training to child care providers.
- 5.3** The Department will provide all forms (Exhibits A-H to this Scope of Work which are incorporated herein) required for this participation agreement.
- 5.4** The Participant may subcontract for the provision of services as described in this participation agreement, provided that any subcontract include appropriate provisions and participation agreement obligations to ensure the successful fulfillment of all participation agreement obligations agreed to by the Participant and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010(5)(A)-(L), and provided that the Department approves the subcontract arrangement prior to finalization. The Participant shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorneys fees) of any kind related to a subcontract in those matters described herein.
- 5.4.1** The Participant shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Participant; and the Participant shall assure and maintain documentation that any and all subcontracts comply with all requirements of this participation agreement. The Participant shall agree and understand that utilization of a subcontracts to provide any of the equipment or services in this participation agreement shall in no way relieve the Participant of the responsibility for providing the equipment or services as described and set forth herein.